



SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and CAP Sonoma Head Start (HS) hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization\*     Professional Services\*\*     Partnership\*\*\*

\* Any person, business, or organization that will be providing non-professional services to the District

\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: California Early Childhood Education Funding (NO COST)

Funding Category:     Base     Supplemental     Concentration  
 Restricted: \_\_\_\_\_     Other: \_\_\_\_\_

For Billing (if applicable):     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

Contract is:     New     Renewal     Addendum     Amendment

Number of Individuals Served: Three (3) Preschool Students at Lewis Early Learning Academy Head Start Program

Approved at Site by\*: \_\_\_\_\_ Date: \_\_\_\_\_

\* Signature FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*:  Date: 8/20/21

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Eugenia Chaparro/Lewis Early Learning Academy (LELA) Phone #: 707-8903825 x59101  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 08/11/2022    Proposed Contract End Date: 06/30/2023

Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of:     Insurance(s)     W-9 Form     HR Clearance, if applicable  
Funding Source /Funding Category verified:     YES     NO    Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

1. Services.

## (a) DISTRICT's Responsibilities and Duties:

SRCS will assess and identify students for Special Education and, as per student's Individualized Education Program (IEP), developed in accordance with IDEA, refer appropriate students to attend the HS at Lewis Early Learning Academy (LELA) site.

SRCS will provide funding at the daily rate of \$00.00 student for three (3) identified students, in the preschool program provided by HS for 4 hours per school day during the regular school year.

SRCS will work with HS to follow enrollment protocol by ensuring the child/family completes all HS enrollment procedures.

SRCS Special Education Teacher shall provide a minimum of 2 hours per week on site in collaboration/consultation with the HS Teacher to advise curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the HS program.

A SRCS Special Education Teacher shall provide the student with direct service when a student needs that service, as identified in the student's IEP.

Under the guidance of the SRCS Special Education Teacher, a SRCS Special Education Assistant shall provide additional support for the SRCS students on a daily basis during the student's hour of attendance.

SRCS service providers will provide direct support services (i.e., Speech Therapy, Occupational Therapy, Adapted P.E.) when a student needs that service, as identified in the student's IEP.

SRCS will invite the HS Teacher to participate in the IEP process and IEP meetings for each student.

District will provide one classroom for HS preschool programs at LELA Elementary School.

District will provide custodial and maintenance support for the preschool classroom at no cost to HS.

This contract between North Bay Children's Center (HS) and Santa Rosa City Schools shall be reviewed on a yearly basis.

## (b) CONTRACTOR's Responsibilities and Duties:

HS will save 3 seats, for identified SRCS students for 4 hours per school day.

HS will work with SRCS to ensure identified students/families complete all HS enrollment procedures.

HS shall provide high quality preschool classroom and curriculum. HS shall meet with a SRCS Special Education Teacher to collaborate/consult on curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the HS program.

HS shall support all identified accommodations/modifications identified in the student's IEP.

The HS Teacher will participate in the IEP process and IEP meetings for each identified student.

HS will track the daily attendance for each identified student and share this information with SRCS on a monthly basis. HS will provide SRCS notification if a student is absent for 5 or more consecutive days or has less than an 85% attendance rate.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 11, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed -NO COST- (00.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$00.00 for 3 students 180 days SY at \$00.00 per student per day.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

- HS provides evidence-based school-readiness programs at the Lewis Early Learning Academy (LELA) campus designed to increase the number of preschool children entering kindergarten healthy and ready to learn. HS works closely with our elementary school partners on curriculum alignment along with opportunities for parent involvement in the school community.
- HS uses the Desired Results Developmental Profile (DRDP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language, physical and nutrition education.
- Through intentional planning, antidotal observations, detailed DRDP assessments, child centered curriculum, and family partnerships and participation, LELA preschool teachers have reported that children transitioning to kindergarten from HS preschool are more prepared and ready to learn.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

- Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- Increases student and family wellness and engagement through the full-service community school model.
- Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- Provides safe and inviting facilities with current technology.

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her

employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount, the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: CAP Sonoma Head Start Program

Street: 141 Stony Cir, Ste. 210

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 544-6911

Email: [lgrocott@capsonoma.org](mailto:lgrocott@capsonoma.org)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 6th DAY OF SEPTEMBER, 2022.

**DISTRICT**

Signature: \_\_\_\_\_

Print Name: Anna Trunnell

Title: Superintendent

Email: mmartin@srcs.k12.ca.us

Phone: 707-890-3800x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Print Name: Lisa Grocott

Title: Director Head Start CAP Sonoma

Email: lgrocott@capsonoma.org

Phone: 707-484 1995

# ADDENDUM TO CONTRACT

Between

Portuguese Futbol Academy

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Portuguese Futbol Academy approved on 07/27/2022, to provide additional social and emotional support to Santa Rosa City Schools.

The contract, under Item 3. \$ 8,750.00 is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$17,280.00\_\_dollars (\$). This is an increase of \$8530.00\_\_.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written 10/25/2022.

Contractor's Name

By: Portuguese Futbol Academy

Name: \_\_\_\_\_

Date: \_\_\_\_\_10/25/2022\_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Anna Trunnell  
Superintendent

Date: \_\_\_\_\_

# ADDENDUM TO CONTRACT

Between

Humanidad Therapy Educational Services

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Humanidad Therapy Educational Services approved on 8/24/2022, to provide students with therapy to Santa Rosa City Schools. The contract, under Item 3. 128,000.00, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed 140,000.00 dollars (\$). This is an increase of \$ 12,000.00.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written 10/25/2022.

Contractor's Name

By: Humanidad Therapy Educational Services

Name: \_\_\_\_\_

Date: 10/25/2022

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Anna Trunnell  
Superintendent

Date: \_\_\_\_\_

**HUMBOLDT STATE UNIVERSITY  
MEMORANDUM OF UNDERSTANDING FOR  
STUDENT TEACHING, OBSERVATION OR FIELD WORK**

THIS AGREEMENT, made and entered into as of this 1st day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of California through THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, all of which are hereinafter called the "State" or "State University", and the \_\_\_\_\_ School District of \_\_\_\_\_ County, herein after called the "District":

WITNESSETH:

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching or observation to students enrolled in teacher training curricula, and other field work experience to students enrolled in other curricula of the State University; and

WHEREAS, any such agreement will provide no payment for the Practice Teaching services rendered by the District;

NOW, THEREFORE, it is mutually agreed between the State and the District as follows: .

SPECIAL PROVISIONS

The TERM of the Agreement is from \_\_\_\_\_ 1, \_\_\_\_\_ to June 30, \_\_\_\_\_. The State shall provide no payment to the District for services required for any Practice Teaching placements.

GENERAL TERMS

1. The District shall provide to State University students experience through practice teaching, observations or other field work in schools and classes of the District. The experience provided by said student placements shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for such observational, practice teaching or other field work placement any student of the State University assigned in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University in the District.

"Practice Teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. An assignment of a student of the State University to schools or classes of the District shall be, at the discretion of the State, for (1) Practice Teaching or for (2) Field Work. A student may be given more than one assignment by the State University in such schools or classes.

The assignment of a student of the State University to the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

3. Except as otherwise provided herein, the State University shall provide workers' compensation insurance during the period for which the students are assigned to the District by the State University. All premiums or any other costs therefore shall be paid by the State University.
4. Except as otherwise provided herein, the State University shall inform each student regarding the availability of professional liability insurance. Students enrolled in Education credential programs are covered by the State University Student Professional Liability Insurance Program. Evidence of Coverage is provided with this agreement as Exhibit A.

5. All the terms and conditions of this agreement apply to the placement of students of the State University for observational experience, with the exception that those students will not be covered by workers' compensation insurance as provided in Paragraph 3 hereof. In addition, all the terms and conditions of this agreement apply to the placement of students of the State University for assigned field work other than practice teaching.
6. The District agrees to accept students without regard to race, ethnic origin, sex, sexual orientation, gender, gender identity, gender expression, age, religion, disability, handicap, or political belief.
7. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the State of that fact.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  
Humboldt State University

School District:

**Addie Dunaway**  
Digitally signed by Addie Dunaway  
 Date: 2021.05.11 16:27:05 -07'00'

\_\_\_\_\_  
 Signature      Addie Dunaway  
                  Procurement Specialist  
                  Contracts and Procurement

\_\_\_\_\_  
 Signature  
 By: \_\_\_\_\_  
          Printed Name  
          \_\_\_\_\_  
          Title

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary or Governing Board of the Board of School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meetings of said Board held on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the schools in the School District for practice teaching be approved; and the \_\_\_\_\_ is hereby authorized to execute the same."

School District:

By: \_\_\_\_\_  
 Clerk, Secretary (strike one) of the Governing Board of the School District

County:



RECEIVED

OCT 26 2022

STATE AND FEDERAL PROGRAMS

SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and \_Blend Education LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

xx Independent Contractor/Business/Organization\*  Professional Services\*\*  Partnership\*\*\*

\* Any person, business, or organization that will be providing non-professional services to the District

\*\* Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 3182 - 0 - 1140 - 1000 - 5800 - 253 - 5197

Funding Category:  Base  Supplemental  Concentration  Restricted: \_\_\_\_\_  Other: CSI \_\_\_\_\_

For Billing (if applicable):  Bill to: State and Federal \_\_\_\_\_ Billing frequency: \_\_\_\_\_

Contract is: xxNew  Renewal  Addendum  Amendment

Number of Individuals Served: 40 teachers - 1100 students

Approved at Site by\*: [Signature] Date: 10/26/22
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature] Date: 10/26/22
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Kathy Hayes Phone #: 707-890-3810
Ext. 53101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: \_\_\_\_\_ Proposed Contract End Date: \_\_\_\_\_

Requisition #: \_\_\_\_\_

BUSINESS SERVICES USE ONLY

Verified Receipt of:  Insurance(s)  W-9 Form  HR Clearance, if applicable  
Funding Source /Funding Category verified:  YES  NO *Board Approval Date:* \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Fiscal Services Authorizer LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

To coordinate Blended Learning Times and Days with Contractor.  
To provide space for Blended Learning P.D. on site  
To provide site administrative support, as appropriate.

(b) CONTRACTOR's Responsibilities and Duties:

Provide four workshop days for teacher teams  
Provide 4 coaching days for teacher teams  
Meet with individual teachers or small teams of teachers who teach the same subject/grade level and can collaborate on the design of a blended lesson.  
Support implementation with coaching, co-teaching, and/or written feedback using a blended learning rubric  
Coach will share templates and resources for implementation of Blended Learning

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - \_\_\_November\_\_\_\_\_, 2022\_, and will continue through \_\_\_March\_\_\_\_\_, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed \_\_\_Thirty-nine thousand five hundred\_\_\_\_ Dollars (\$ 39,500 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See attached services agreement.  
Will pay upon receipt of invoice.

4. Expected Outcomes (Deliverables). DISTRICT expects the following outcomes from the services performed by CONTRACTOR pursuant to this CONTRACT (What was the positive impact on the students? How will/is it measured?):

Classroom teachers will plan lessons through goal setting and reflection. Teachers will be able to successfully engage students in a blended learning model that incorporates on-line learning with in-class learning and instruction. Lessons will be planned taking looking and removing barriers that might prohibit students from being successful.

Students will become more engaged in classroom activities, participating in discussions, and grow as independent learners when offered a choice of engaging activities. Students will be able to successfully communicate their learning and their understanding through an activity of their choice.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

<b>Board Strategic Priorities</b>	
<input checked="" type="checkbox"/>	<b>Priority 1- Life Ready Learners</b>
<input checked="" type="checkbox"/>	<b>Priority 2- Whole Person Focus</b>
<input checked="" type="checkbox"/>	<b>Priority 3- High Quality Staff</b>
<input checked="" type="checkbox"/>	<b>Priority 4- Teaching and Learning Environment and Resources</b>
	<b>Priority 5- Equity and Excellence</b>
	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

6. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT.

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

11. Insurance: With respect to the performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

(c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

(1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(3) The insurance provided herein is primary coverage to DISTRICT with respect to any insurance or self-insurance programs maintained by DISTRICT and no insurance held or owned by DISTRICT shall be called upon to contribute to a loss.

(4) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.

(e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Contractor will be directly supervising children]**

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT." **[Required if Professional Services is checked on first page]**

(g) Documentation: The following documentation shall be submitted to the DISTRICT:

(1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this CONTRACT.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this CONTRACT.

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.

(h) Policy Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

(a) DISTRICT may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for services satisfactorily rendered to such date.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

16. Assignment. The obligations of the CONTRACTOR pursuant to this CONTRACT shall be performed solely by CONTRACTOR and shall not be assigned or transferred by the CONTRACTOR to any third party or employee/agent of CONTRACTOR without the DISTRICT'S prior written consent.

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

18. Permits/Licenses. CONTRACTOR shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this CONTRACT.

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name:        Blend Education LLC

Street:    3801 Clear Ridge

City/State/Zip Santa Rosa, CA 95404

Phone: (707) 775-8380

Email: [bookcatlintucker@gmail.com](mailto:bookcatlintucker@gmail.com)

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

24. Severability. If any term, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: Anna Trunnell

Print Name: Catlin R. Tucker

Superintendent \_\_\_\_\_

Title: Owner/Principal Contractor

mmartin@srcs.k12.ca.us

Email: bookcatlintucker@gmail.com

707-890-3800 x80201

Phone: (707) 775-8380

## CONTRACT / SERVICE SITE TERMS for 2022-23 School Year

By signing the preceding page of the Community Matters (CM) Contract, Client further agrees to comply with the following Terms and Requirements. These Terms and Requirements also apply to all Recipient sites receiving services included in this Contract.

### **Program Commencement and Invoicing:**

Program delivery commences upon receipt of the signed contract. Program delivery includes access to program materials, pre- and post-training coaching and technical assistance by Community Matters staff and the on-site or virtual training delivery. Invoices are sent upon receipt of the signed contract by Community Matters.

### **Rescheduling and Cancellation:**

Once the contract is signed, if Client cancels or reschedules the service, Client will be held responsible for up to 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the scheduled training dates, Client will be held responsible for up to 100% of the regular price of the service. Client is responsible for travel fees incurred up to the time of cancellation.

**COVID-19:** If the client is forced to cancel or reschedule due to last minute pandemic related changes in the school structure, Community Matters will work with the client to avoid or mitigate any cancellation or rescheduling fees.

**Grant funded schools:** *The client, not the funder, will be responsible for cancellation or postponement fees.*

### **Preparation Tasks:**

Prior to scheduled training, CM provides designated staff at Recipient site(s) ("Program Advisor") with coaching and support directly related to planning, preparation & successful execution of the program. Proper preparation is critical and makes it possible for CM to provide our highest level of service and ensure success. This includes, but is not limited to, providing suitable working space(s), recruiting and preparing participants (as appropriate), providing supplies & equipment, and printing participant handouts provided by CM, unless noted otherwise.

If Client fails to complete or fulfill any of these requirements, CM may (at its sole discretion), at any point up to and including the first day of the training, postpone the training. In such a situation, Client agrees to pay CM the fees specified in Rescheduling or Cancellation above. *Client agrees that CM shall not be liable for costs or consequences beyond its control, including but not limited to COVID related issues, weather conditions, traffic or travel delays.*

### **Liability for Services:**

Client agrees to indemnify, defend, and hold harmless CM from all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of CM or its agents.

CM agrees to indemnify, defend, and hold harmless Client from all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of Client or its agents.

### **Non-Disclosure of Program Materials & Training:**

As required for delivery of service(s), CM will provide information and/or training materials for participants. Client acknowledges that said information and materials, and the training delivery and sequence, are the result of extensive research and effort expended by CM and that same are considered by CM to be proprietary and a trade secret. Client warrants that neither its employees, agents, nor participants in the service(s) will provide, duplicate, or recreate any portion of the materials or the training received, without the prior express written consent of CM, except as provided below.

**SSA ONLY:** *Program Advisors at Recipient sites are provided with program materials as part of the Safe School Ambassadors Program. CM hereby grants Recipient site a limited and non-exclusive license to use these materials at and only at the school site receiving the program. Materials are not to be copied for any person(s) who are not serving as Safe School Ambassadors, Family Group Facilitators, or Program Advisors.*

**Recording:** Any audio, photographic or video recording of the service(s) is expressly prohibited, except for public relations purposes; total length of recorded segments may not exceed 15 minutes without prior written permission from CM.

## **Youth Training Supplies, Equipment and Room Configuration**

*Provide this list to the person making logistical arrangements for the Youth Training.*

To ensure a successful training, please make the following arrangements. If you have any questions about any of these requirements, please contact Community Matters.

### **1. Printed Materials – available in Program Tools/Program Guides & Handbooks**

- Adult Sign-in sheet – one copy per training
- Student Guidebook – one copy per student AND adult
- Adult Guidebook – one copy per adult

### **2. Supplies**

- 2 flipchart easels and 2 pads of flipchart paper (at least 25 total sheets of blank chart paper.)
- 12+ multi-colored markers
- 1 roll of masking or blue tape
- Name tags for each participant
- Approximately 25 sheets of scratch paper
- 6 pads of 3" x 3" post-it notes
- Writing instruments for students (sharpened pencils for elementary students OR pens for middle/high students)
- Safe School Ambassadors (SSA) Elementary School Training only:**  
Backpack or bag with several heavy/dense objects (i.e. large books) to simulate the impact of mistreatment

### **3. Audio/Visual Equipment**

- Voice amplification for Trainer (lapel microphone preferred)
- Audio Visual equipment such as **LCD Projector OR DVD player & monitor (TV)** with working remote and speakers or sound system.  
\* Trainer will connect with you to ensure compatibility of equipment

### **4. Food and Beverages**

We recommend that you provide the following on each day:

- a. Morning snack
- b. Lunch
- c. Light snack for afternoon break
- d. Water throughout training

Since the training is so compressed, break time is limited. Therefore, if these items are not to be provided and students must bring and/or buy their own food and beverages, please note that we only have time for the following breaks:

- morning: 10 minutes
- noon/lunch: 30 minutes
- afternoon: 5 minutes

## Youth Training Room Requirements and Configuration

### 1. Location:

- Conveniently located and accessible to participants
- Isolated from external distractions
- Larger than a regular classroom to accommodate group activities

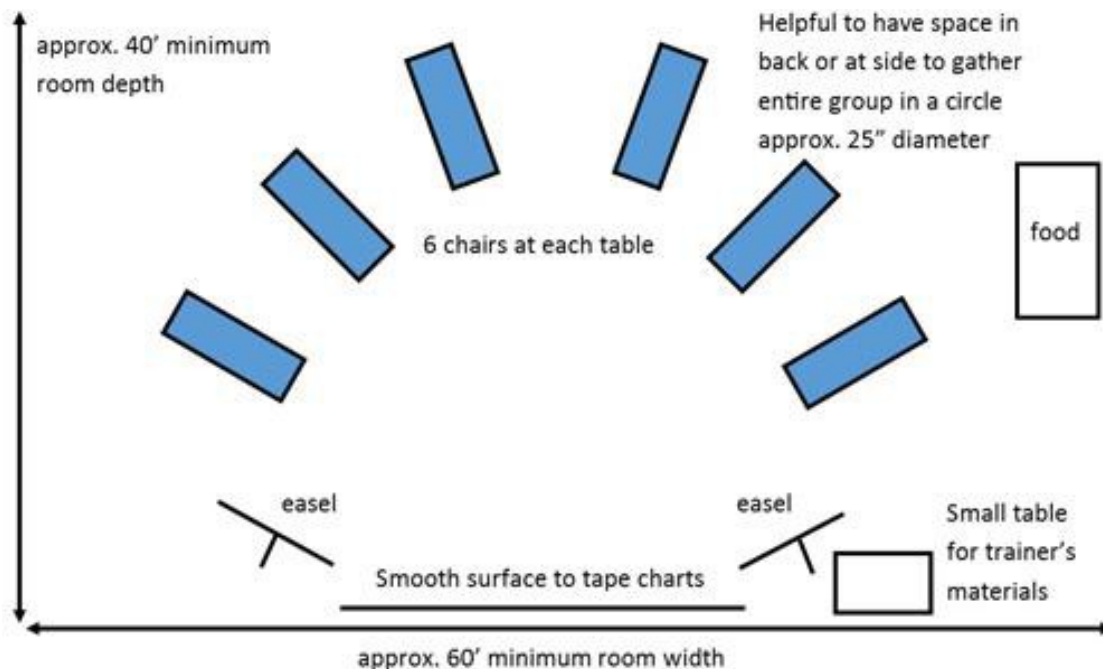
### 2. Room Requirements:

- Acoustics. Students need to be able to hear their peers doing role-plays, therefore a large gymnasium will not work. Carpeting is a big plus!
- Tables. 6-8 movable tables (6' rectangular or 4' rounds) we will do much of the work in small groups of 6-8 people.
- Chairs. Movable (not attached to the tables) and comfortable (ideally cushioned).
- Lights. Dimmable for video showing.
- Access. Trainer will need to access the room one hour prior to the start of the training and 30 minutes after the training.

### 3. Additional Room Preferences:

- In room temperature control
- Access to outside space
- Same room/space each day and the ability to leave materials overnight

### 4. Room Configuration: The following diagram is an example of a typical room layout



**Fax or e-mail to  
Community Matters**

**To: Finance Dept.** **From:** \_\_\_\_\_

**Fax: 707-823-3373** **Phone: 707-823-6159** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Re: Billing information** \_\_\_\_\_

Please fill in the following information and return by fax or e-mail.

School/District name: \_\_\_\_\_

What organization should be billed for this service?

Name \_\_\_\_\_

Department \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Accounts Payable Email \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_

A/P Ph # \_\_\_\_\_ A/P Fax# \_\_\_\_\_

Do you use a purchase order or requisition to process invoices and payments?

- No
- Yes – Please fax or email to Community Matters prior to service
- I have initiated a P.O.
- P.O.# has been issued # \_\_\_\_\_

Do you have any other special billing requirements or procedures?

\_\_\_\_\_  
\_\_\_\_\_

If you have your own school/district contract/agreement or any other documents that need to be completed, please send to [Gina@community-matters.org](mailto:Gina@community-matters.org)

<b>Contract DUE BACK BY:</b>	<b>Oct 27, 2022</b>
CM Contract #	4753
Date of Contract:	Oct 20, 2022

**Fax back to  
Community Matters  
707-823-3373**

**Contract  
between**

**Community Matters** - A California Not For Profit Corporation

**and** **Brook Hill Elementary School**

P. O. Box 14816  
 Santa Rosa, CA 95402  
 PH: 707-823-6159 **FAX: 707-823-3373**  
 Vendor ID #  
 hereinafter referred to as "CM"

1850 Vallejo St.  
 Santa Rosa CA 95404  
 707-890-3915  
 hereinafter referred to as "Client"

**This Contract details the responsibilities of the above parties relative to the services listed below.**

**CM Will Deliver** the services outlined below:

Service Code	Service Name and Description	Cost
SSAXE	<b>Expansion Elem - Safe School Ambassadors Training &amp; Support</b>	\$6,900.00
	For: Brook Hill Elementary School Santa Rosa CA	
	On: Dec. 6 & 7, 2022	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of on-site training for 15-40 NEW Safe School Ambassadors and 3 - 7 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors. (1:6 adult to student ratio for each day) 2) Provide program materials for all training participants. Includes post training support for implementation of program. 3) Provide up to 2 hours of program implementation support by phone, web and email.	
	22 City of Santa Rosa CHOICE	-\$5175.00
	CM Discount	-\$1,725.00
<b>Service Subtotal:</b>		<b>\$0.00</b>

<b>Contract</b>	
<b>DUE BACK BY:</b>	<b>Oct 27, 2022</b>
CM Contract #	4753
Date of Contract:	Oct 20, 2022

<b>Fax back to Community Matters 707-823-3373</b>
---

**Client Will** fulfill the following obligations:

- **Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.**
- **Return this contract by 10/27/2022 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements may be voided.**

**Payment for Services:** Client agrees to pay CM, in US funds, the following fees for delivery of the services outlined above:

Total Price:	\$6,900.00
Total Awards	-\$5,175.00
Total Discount	-\$1,725.00

**Rescheduling or Cancellation:**

Once this contract is signed, if Client cancels or reschedules the service, Client will be held responsible for 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the date of the service, Client will be held responsible for 100% of the regular price of the service.

**Estimated Grand Total:                    \$0.00**

**Grant funded services:** The Client, not the funder, will be held responsible for the above fees. The funder will be informed of any reschedule or cancellation requests. This could affect grant funding in subsequent years.

Upon receipt of signed contract or as specified herein, CM will invoice client for the items described above. Client agrees to pay such invoice(s) in full no later than 30 days from invoice date.

**Signatures**

For Community Matters



LeeAnn Lichnovsky  
Date: 10/20/2022

For Client

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: Brook Hill Elementary School

**Attachments**

- CM Contract Terms
- Billing Information Sheet - please **complete** and **return** with this Contract
- Training Room Requirements - please give this to the person handling training logistics.
- Training Supplies, Equipment and Logistics - please give this to the person handling training logistics.
- Service Terms                     SSA TOT Participation Agreement
- Award Letter                         SSA Site License Agreement

# New Customer Verification Guide

*Presented To:*

**Santa Rosa City Schools**

# Getting Started



Thank you for choosing Mutual of Omaha for your Group Insurance needs. The New Customer Verification Guide (“Guide”) is key to administering your plan effectively and efficiently. To ensure a smooth implementation, complete and sign the applicable section within the Guide.

**STEP 1:** Review the Group Insurance proposal and complete the sections within the Guide.

Guide	Description	Completed
Group Insurance Proposal	Applicant and Producer verify sold plan design and rates.	<input type="checkbox"/>
Acceptance of Terms and Conditions	<b>Applicant signature</b> is required.	<input type="checkbox"/>
Group Insurance Application	<b>Applicant signature</b> is required. • Must be signed prior to the proposed effective date	<input type="checkbox"/>
Policy Administration		<input type="checkbox"/>
Contact Information	Premium/Billing, Claims, Administration, and Renewal	
Billing Information	Billing type, format and location	
Eligibility Information	Class description and employee waiting periods	
Earnings Definition	Earnings definition, premium contributions, and ERISA	
Withholding and Tax Reporting	Required for Disability, Accident and Critical Illness coverage	

**STEP 2:** Return the completed and signed Guide to the Mutual of Omaha representative listed below at least 15 days prior to the requested effective date.

Additional Items Required		Included
Employee Census and Enrollment	<ul style="list-style-type: none"> <li>• Census in Excel format (preferred method)</li> <li>• Employee enrollment forms, electronic or hard copy</li> <li>• Evidence of Insurability or Application forms</li> <li>• Applicant retains copy of enrollment material</li> </ul>	<input type="checkbox"/>
Replacing Prior Insurance Plan	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Prior Carrier Billing statement	Required if transferring coverage from another carrier	<input type="checkbox"/>
Prior Carrier certificate booklet	Required if transferring coverage from another carrier	<input type="checkbox"/>
Sample premium calculation spreadsheet	Required only for Self-administered groups	<input type="checkbox"/>
Producer / Agent Use Only		
Producer Checklist	Producer identification and details	<input type="checkbox"/>
Third Party Administrator Checklist	Required only if TPA is providing services	<input type="checkbox"/>

If you have any questions, please contact your Mutual of Omaha representative.

Sales Representative	Kyle Lally		
Sales Assistant	Crissy Brooks-Brudvig		
Email	Christine.Brooks-Brudvig@mutualofomaha.com		
Phone & Fax	925/688-0300		

Group Office	San Francisco		
Group Office Address	2121 N. California Blvd.		
Address 2	Suite 725		
City, State, Zip	Walnut Creek	CA	94596



# VOLUNTARY CRITICAL ILLNESS INSURANCE

**Proposal for:** Santa Rosa City Schools  
**Alternate:** 7.02

The following Voluntary Critical Illness plan is being proposed on a fully-insured basis effective **01/01/23**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit [mutualofomaha.com](http://mutualofomaha.com).

## ELIGIBILITY

**CLASS DEFINITION(S)**      **Class 1:** All Eligible Employees

**ELIGIBILITY REQUIREMENT(S)**      An employee/member must be actively working the minimum number of hours shown below on the policy effective date to be eligible for insurance, unless otherwise approved by Mutual of Omaha. Certain requirements apply.

Provided an employee/member is eligible and insured, the spouse and dependent child(ren) of the employee/member are eligible for insurance. Certain requirements apply.

An employee/member and any dependent(s) must have major medical insurance, or basic hospital and basic medical insurance, to be eligible for critical illness insurance.

**MINIMUM WORK HOURS**      **Class 1:** 30 or more hours each week

## AMOUNT(S) OF INSURANCE

**CRITICAL ILLNESS (CI)**      The CI insurance amount for the employee/member and any dependent(s) is selected at time of enrollment within the following parameters. Child insurance is automatic (a separate election is not required).

	Minimum Amount	Maximum Amount	Increments	Guarantee Issue Amount*
Employee/Member	\$5,000	\$50,000	\$5,000	\$50,000
Spouse	\$5,000	100% of employee/member benefit amount, up to \$50,000**	\$5,000	\$50,000
All Children†	25% of employee/member benefit, up to \$10,000**			\$10,000

\*Guarantee Issue is only available if the minimum participation requirement is met. If participation does not reach the required level, the Guarantee Issue Amount(s) may be reduced or rescinded.

\*\*The amount of insurance for any dependent will be rounded to the next higher multiple of \$1,000, if not already an even multiple of \$1,000.

†Child coverage begins at birth and terminates at age 26 unless the child is incapacitated.

## CRITICAL ILLNESS BENEFITS

**BASIC BENEFITS**      A lump-sum benefit is payable for an insured person diagnosed with any of the following critical illnesses while insurance is in effect for the insured person, after any applicable waiting period and subject to any pre-existing condition limitation.

The CI insurance amount is referred to as the CI Principal Sum in the table below. For some critical illnesses, 100% of the CI Principal Sum is payable, and for others, a partial benefit (a lesser percentage of the CI Principal Sum) is payable.

100% of the CI Principal Sum is payable for an insured person in each benefit category, subject to any policy benefit maximum. If a partial benefit is paid, the remainder of the CI Principal Sum will be available to an insured person if diagnosed with another critical illness in the same category.

<b>BENEFIT CATEGORY/CRITICAL ILLNESS</b>	<b>BENEFIT</b>
<b>Heart/Circulatory/Motor Function Category</b>	
Heart Attack (Myocardial Infarction)	100% of the CI Principal Sum
Heart Transplant/Placement on UNOS List	100% of the CI Principal Sum
Heart Valve Surgery	25% of the CI Principal Sum
Coronary Artery Bypass	25% of the CI Principal Sum
Aortic Surgery	25% of the CI Principal Sum
Stroke	100% of the CI Principal Sum
ALS (Lou Gehrig's) Disease*	100% of the CI Principal Sum
Advanced Alzheimer's Disease*	100% of the CI Principal Sum
Advanced Parkinson's Disease*	100% of the CI Principal Sum
<b>Organ Category</b>	
Major Organ Transplant/Placement on UNOS List	100% of the CI Principal Sum
End-Stage Renal Failure	100% of the CI Principal Sum
Acute Respiratory Distress Syndrome (ARDS)	25% of the CI Principal Sum
<b>Childhood/Developmental Category (These benefits are available to children only.)</b>	
Cerebral Palsy*	100% of the CI Principal Sum
Structural Congenital Defects*	100% of the CI Principal Sum
Genetic Disorders*	100% of the CI Principal Sum
Congenital Metabolic Disorders*	100% of the CI Principal Sum
Type 1 Diabetes*	100% of the CI Principal Sum
<b>Cancer Category</b>	
Cancer (Invasive)	100% of the CI Principal Sum
Bone Marrow Transplant	50% of the CI Principal Sum
Carcinoma in Situ	25% of the CI Principal Sum

\*A benefit for this critical illness is only payable once per insured person under the policy.

**BENEFIT SEPARATION PERIOD**

**3 months** – If an insured person who was diagnosed with a critical illness in one benefit category is subsequently diagnosed with a critical illness in a different benefit category, the dates of diagnosis must be separated by 3 months or more for subsequent benefits to be payable. There is no benefit separation period between critical illnesses diagnosed within the same benefit category.

**ADDITIONAL CATEGORY OCCURRENCE BENEFIT**

**Included** – This benefit allows an insured person to receive up to 200% of the CI Principal Sum in the Heart/Circulatory/Motor Function and Organ Categories, subject to any policy benefit maximum. An additional benefit is only payable if the date of diagnosis for an additional critical illness occurs at least 6 months after the date of diagnosis of a previous critical illness for the insured person in the same Benefit Category for which benefits were paid.

**REOCCURRENCE BENEFIT**

**100%** – Once benefits have been paid for a critical illness for an insured person, a reoccurrence benefit is payable one time for a subsequent diagnosis of that same critical illness. The amount of the reoccurrence benefit is the benefit shown in the table above for the reoccurring critical illness, subject to any policy benefit maximum.

A reoccurrence benefit for an insured person is only payable if the initial and subsequent dates of diagnosis for the same critical illness occur at least 12 months apart without treatment. Benefits for some critical illnesses are only payable once per insured person, as indicated in the table above.

**HEALTH SCREENING BENEFIT**

**\$50** – A health screening benefit of \$50 is payable once per calendar year for each insured person who has a health screening test performed while insurance is in effect for the insured person.

**POLICY BENEFIT MAXIMUM**

**400%** – The total amount of benefits payable for each insured person is subject to a benefit maximum of 400% of the CI Principal Sum in effect for the insured person. If the benefits paid for an insured person reach the benefit maximum, insurance for the insured person will terminate. Insurance for any other insured persons will remain in effect, subject to this maximum. If insurance terminates for the employee/member, any dependent(s) may remain insured provided the employee/member continues to satisfy the eligibility requirements.

**PRE-EXISTING  
CONDITION LIMITATION**

**12/12** – Benefits are not payable for any critical illness caused by, attributable to or resulting from a pre-existing condition until 12 months after an insured person is continuously insured. A pre-existing condition includes any critical illness for which an insured person received treatment in the 12 months prior to the date the person became insured. This limitation does not apply to newborn child(ren).

**ADDITIONAL BENEFITS AND FEATURES**

**OPEN ENROLLMENT**

A one-time open enrollment is available for a period of up to 90 days prior to the effective date of the policy. During this time, the employee/member may elect insurance for the first time or request increased insurance up to the Guarantee Issue amount for the employee/member and any dependents (if applicable) without providing health insurance.

**PORTABILITY**

**Included** – An employee/member or spouse has the right to continue insurance (including insurance for any dependent child(ren)) when insurance ends with the policyholder by paying premium directly to Mutual of Omaha. The employee/member or spouse must be under age 70 to be eligible to continue insurance through portability (unless otherwise stated in the Policy). Continued insurance is issued under Mutual of Omaha’s group critical illness portability policy.

**ANNUAL OPEN  
ENROLLMENT**

**Included** – Once annually, employees/members may enroll for insurance up to the Guarantee Issue amount without providing evidence of insurability.

**DOMESTIC/CIVIL UNION  
PARTNER COVERAGE**

**Included** – Any reference to “spouse” includes an employee/member’s same sex or opposite sex domestic partner, civil union partner or equivalent, as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in the employee/member’s jurisdiction of residence.

**DUAL EMPLOYEE/  
MEMBER AND SPOUSE  
COVERAGE**

**Included** – If an employee/member is eligible for insurance as both an employee/member and spouse, the employee/member may be insured under the policy as both an employee/member and spouse. (This situation occurs when both spouses are employees/members of the group.)

**CONTINUATION FOR  
TEMPORARY LAYOFF**

**12 Weeks** – An employee/member may be able to continue insurance if the employee/member ceases to be actively working in the event of a temporary involuntary layoff. Insurance may be continued for up to 12 weeks for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**CONTINUATION FOR  
LEAVE OF ABSENCE**

**12 Weeks** – An employee/member may be able to continue insurance if the employee/member ceases to be actively working in the event of a personal leave of absence approved by the policyholder. Insurance may be continued for up to 12 weeks for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**CONTINUATION FOR  
FEDERAL AND STATE  
LAWS**

**Included** – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**PARTICIPATION AND PREMIUM STRUCTURE**

**PARTICIPATION  
ASSUMPTIONS**

Minimum Participation Requirement*	Number of Eligible Employees/Members	Contribution Structure
15%	1397	100% Employee/Member Paid

\*Guarantee Issue is only available if the minimum participation requirement is met. If participation does not reach the required level, the Guarantee Issue Amount(s) may be reduced or rescinded.

**PREMIUM CONTRIBUTIONS - CLASS 1**

The employee/member contributes 100% of the premium for the employee and any dependent insurance (if elected). Child insurance is automatic. A separate premium is not required.

**CRITICAL ILLNESS PREMIUM RATES**

Age Band	Employee/Member* Monthly Rates per \$1,000
<30	\$0.32
30 - 39	\$0.54
40 - 49	\$1.11
50 - 59	\$2.15
60 - 69	\$4.33
70 - 79	\$8.03
80 - 99	\$11.32

\*Employee/member and spouse premiums are calculated with the employee/member’s age as of the effective date of the plan. Rates are adjusted once each year on the plan anniversary date that coincides with or follows the day an employee/member reaches the starting age of the next age band.

†Child insurance is automatic. A separate premium is not required.

**RATE GUARANTEE PERIOD**

2 Years

**RATE GUARANTEE DATE**

01/01/2025

**CRITICAL ILLNESS UNDERWRITING GUIDELINES**

**GUARANTEE ISSUE**

This proposal includes a Guarantee Issue offer for critical illness insurance, contingent on attainment of the minimum participation requirement. The Guarantee Issue offer is available during any initial enrollment period, and thereafter for any new hires or as allowed by the policy.

If the minimum participation requirement is not attained, the Guarantee Issue offer may be reduced or rescinded, and Simplified Issue applications may be required from each employee/member requesting insurance.

**SIMPLIFIED ISSUE**

A Simplified Issue application, consisting of several “Yes/No” health questions, will be used to underwrite critical illness insurance for late entrants and requests for insurance in excess of any Guarantee Issue Amount.

If an employee/member responds “Yes” to any question on the Simplified Issue application for the employee/member or any dependent, the requested amount of insurance may be reduced to the Guarantee Issue Amount, if available (knock-back). If Guarantee Issue is not available for the employee/member or any dependent, a “Yes” response to any question may result in a decline of coverage (knock-out). Based on the amount of critical illness insurance requested, Mutual of Omaha may further underwrite an application with a pharmacy scan and/or medical exam.

If Guarantee Issue is available, the Simplified Issue application questions can optionally be included with the enrollment form, to simplify the enrollment process and avoid the need to provide or obtain a separate application later in the implementation process. *If meeting the minimum participation requirement is a concern, this approach is strongly recommended.* The responses to the questions would be utilized to underwrite the enrollment up to the previous Guarantee Issue Amount(s) only if participation is not met. Any request for insurance in excess of any Guarantee Issue Amount would still be underwritten.



# VOLUNTARY ACCIDENT INSURANCE

**Proposal for:** Santa Rosa City Schools  
**Alternate:** 8.02

The following Voluntary Accident plan is being proposed on a fully-insured basis effective **01/01/23**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit [mutualofomaha.com](http://mutualofomaha.com).

## ELIGIBILITY

<b>CLASS DEFINITION(S)</b>	<b>Class 1:</b> All Eligible Employees
<b>ELIGIBILITY REQUIREMENT(S)</b>	An employee/member must be actively working the minimum number of hours shown below on the policy effective date to be eligible for insurance, unless otherwise approved by Mutual of Omaha. Certain requirements apply.  Provided an employee/member is eligible and insured, the spouse and dependent child(ren) of the employee/member are eligible for insurance. Certain requirements apply.  An employee/member and any dependent(s) must have major medical insurance, or basic hospital and basic medical insurance, to be eligible for accident insurance.
<b>MINIMUM WORK HOURS</b>	<b>Class 1:</b> 30 or more hours each week
<b>INSURANCE TERMINATION DUE TO AGE</b>	<b>Class 1:</b> Insurance for the employee/member terminates at age 80. If insurance for the employee/member terminates due to age, insurance for any dependents also terminates.
<b>CHILD ELIGIBILITY AGES</b>	Child coverage begins at birth and terminates at age 26 unless the child is incapacitated.

## ACCIDENT INSURANCE

<b>COVERAGE TIER</b>	<b>Class 1:</b> The employee/member may elect one of the following coverage options: <ul style="list-style-type: none"> <li>▪ Employee/member only</li> <li>▪ Employee/member and spouse</li> <li>▪ Employee/member and dependent children</li> <li>▪ Employee/member, spouse and dependent children</li> </ul>
<b>COVERAGE TYPE</b>	<b>Class 1:</b> 24-hour coverage (On and off-job)
<b>EXPRESS BENEFIT</b>	<b>Class 1:</b> \$100  If an insured person is injured as a result of an accident, an express benefit will be paid upon notification of the accident. The benefit is payable once per accident for each insured person.

## ACCIDENT BENEFITS

**INITIAL CARE & EMERGENCY BENEFITS** Most Initial Care/Emergency benefits require treatment or service within 72 hours of an accident and are payable once per accident per insured person.

Benefit	Amount
<b>Initial Care</b>	<b>Class 1</b>
Emergency Room	\$200
Urgent Care Center	\$125
Initial Physician Office Visit	\$100

<b>Emergency Transportation</b>	<b>Class 1</b>
Ground Ambulance	\$300
Air Ambulance	\$1,500

**SPECIFIED INJURY BENEFITS**

Fractures and dislocations require treatment within 90 days of an accident. Burns and lacerations require treatment within 72 hours of an accident. Dental care requires treatment within 30 days of an accident.

If an insured person sustains both a fracture and dislocation as the result of the same accident, the maximum amount payable is up to 200% of the amount payable for the injury with the highest applicable benefit amount.

Additional limitations apply as described in the policy.

<b>Fractures</b>	<b>Open Reduction</b>	<b>Closed Reduction</b>
<b>Bone/Bone Group</b>	<b>Class 1</b>	
Skull, depressed (Cranial bones)	\$6,000	\$3,000
Skull, non-depressed (Cranial bones)	\$3,000	\$1,500
Bones of face (Except nose and lower jaw)	\$1,200	\$600
Nose (Nasal bones)	\$900	\$450
Lower jaw (Mandible)	\$1,200	\$600
Shoulder blade (Scapula)	\$1,200	\$600
Collarbone (Clavicle)	\$900	\$450
Breastbone (Sternum)	\$1,200	\$600
Rib	\$900	\$450
Upper arm (Humerus)	\$1,200	\$600
Forearm (Radius and/or ulna)	\$1,200	\$600
Wrist (Carpals)	\$1,200	\$600
Hand (Metacarpals, except fingers)	\$1,200	\$600
Fingers (Phalanges)	\$400	\$200
Vertebral body (Except vertebral processes)	\$3,000	\$1,500
Vertebral process	\$1,200	\$600
Tail bone (Coccyx)	\$900	\$450
Pelvis (Except tail bone and hip bones)	\$3,000	\$1,500
Hip bones (Ilium, ischium and/or pubis)	\$6,000	\$3,000
Thigh (Femur)	\$3,000	\$1,500
Knee cap (Patella)	\$1,200	\$600
Lower leg (Tibia and/or fibia)	\$3,000	\$1,500
Ankle (Talus)	\$1,200	\$600
Foot (Metatarsals and calcaneus, except toes)	\$1,200	\$600
Toes (Phalanges)	\$400	\$200
Chip Fracture	25% of the closed reduction amount for the bone/bone group	
<b>Dislocations</b>	<b>Open Reduction</b>	<b>Closed Reduction</b>
<b>Joint/Joint Group</b>	<b>Class 1</b>	
Lower jaw (Temporomandibular)	\$1,800	\$900
Shoulder (Glenohumeral)	\$1,800	\$900
Collarbone and breastbone (Sternoclavicular)	\$1,800	\$900
Elbow	\$1,800	\$900
Wrist (Radiocarpal and/or intercarpal)	\$1,800	\$900
Hand (Carpometacarpal and/or intrametacarpal)	\$1,800	\$900
Fingers (Interphalangeal and/or metacarpophalangeal)	\$450	\$225
Hip	\$9,000	\$4,500
Kneecap (Patella)	\$4,500	\$2,250
Ankle (Talocalcaneal and/or talocalcaneonavicular)	\$2,700	\$1,350

Foot (Tarsometatarsal and/or intermetatarsal)	\$2,700	\$1,350
Toes (Interphalangeal and/or metatarsalphalangeal)	\$450	\$225
Partial Dislocation	25% of the closed reduction amount for the joint/joint group	
<b>Other Injuries</b>	<b>Amount</b>	
<b>Lacerations</b>	<b>Class 1</b>	
Less than 2 inches	\$100	
2 inches to 6 inches	\$450	
Greater than 6 inches	\$800	
No repair required	\$50	
<b>Burns</b>	<b>Class 1</b>	
2nd degree <= 9% TBSA	\$250	
2nd degree 10 - 36% TBSA	\$500	
2nd degree > 36% TBSA	\$1,500	
3rd degree < 18% TBSA	\$2,000	
3rd degree 18 - 36% TBSA	\$7,500	
3rd degree > 36% TBSA	\$15,000	
Skin Graft (% of burn benefit)	25%	
<i>Note: "TBSA" is an acronym for "total body surface area."</i>		
<b>Dental Care</b>	<b>Class 1</b>	
Crown or Filling Repair	\$300	
Extraction	\$100	

**HOSPITAL, SURGICAL & DIAGNOSTIC BENEFITS**

Initial hospital admission and confinement must begin within 90 days of an accident. ICU confinement must begin within 30 days of an accident. Surgical treatment timeframes vary by the type of surgery. Diagnostic services, except for X-Ray, must be received within 30 days of an accident. X-Ray services must be received within 90 days. Except for confinement benefits, most benefits are payable once per accident per insured person.

If any surgery listed below occurs concurrently with an Open Reduction for a Fracture or Dislocation of the same bone/bone group or joint/joint group as a result of the same Accident, only the highest applicable benefit is payable. Additional limitations apply as described in the Certificate.

<b>Benefit</b>	<b>Amount</b>
<b>Hospital</b>	<b>Class 1</b>
Admission	\$1,500
Daily Confinement (Up to 365 days per accident)	\$300 per day
ICU Confinement (Up to 15 days per accident)	\$600 per day
Rehab. Facility Confinement (Up to 30 days per accident)	\$150 per day
<b>Surgical</b>	<b>Class 1</b>
Exploratory/Arthroscopic (365 days)	\$200
Abdominal/Cranial/Thoracic (365 days)	\$2,000
Herniated Disc (365 days)	\$900
Torn Knee Cartilage (365 days)	\$750
Ligament/Rotator Cuff/Tendon (365 days)	\$750
Eye Procedure (90 days)	\$400
Blood Products (90 days)	\$450
Pain Management (90 days)	\$150
<b>Diagnostic</b>	<b>Class 1</b>
X-Ray	\$75
Diagnostic Exam	\$300
Brain Injury Diagnosis	\$200

**FOLLOW-UP CARE BENEFITS**

Follow-Up Care benefits require treatment or service within 365 days of an accident. The number of benefits varies by the type of follow-up care. The medical device benefit is payable once per accident per insured person.

Benefit	Amount
	<b>Class 1</b>
Physician Follow-Up Office Visit (Up to 6 per accident)	\$75
Therapy Services (Up to 6 per accident)	\$25
Medical Device	\$100
Prosthetic Device(s) (Up to 2 per accident)	\$750

**ADDITIONAL BENEFITS** Additional benefits are payable within 365 days of an accident. The number of benefits varies by type of additional benefit.

Benefit	Amount
	<b>Class 1</b>
Transportation (Up to 3 trips per accident)	\$300 per trip
Lodging (Up to 30 nights per accident)	\$125 per night
Childcare (Up to 30 days per accident)	\$20 per day
Health Screening	\$50

## CATASTROPHIC BENEFITS

**PRINCIPAL SUM AMOUNT** The amount of catastrophic insurance is referred to as the principal sum.

**Class 1:** The principal sum for the employee/member and spouse reduces by 50% when the employee/member reaches the age of 70.

The benefit amounts shown below are a percentage of the principal sum for an insured person, unless otherwise stated. Catastrophic benefits are payable within 365 days of an accident and are payable once per accident per insured person. Additional limitations apply as described in the policy.

Benefit	Amount
<b>Accidental Death</b>	<b>Class 1</b>
Principal Sum	
▪ Employee	\$25,000
▪ Spouse	\$10,000
▪ Child(ren)	\$5,000
Basic Accidental Death	100%
Common Carrier Accidental Death	300%
Transportation of Remains	Up to \$5,000
<b>Dismemberment &amp; Paralysis</b>	<b>Class 1</b>
Loss of Both Hands, Loss of Both Feet, Loss of Entire Sight of Both Eyes or any combination of two or more of these losses	100%
Loss of Speech and Loss of Hearing (Both ears)	100%
Loss of One Hand, Loss of One Foot, Loss of Entire Sight of One Eye or Loss of Hearing (Both ears)	50%
Loss of Thumb and Index Finger of the Same Hand	25%
Loss of Multiple Fingers or Loss of Multiple Toes	10%
Quadriplegia (Paralysis of both upper and both lower limbs)	100%
Triplegia (Paralysis of three limbs)	75%
Hemiplegia (Paralysis of an upper and a lower limb)	50%
Paraplegia (Paralysis of both lower limbs)	50%
Uniplegia (Paralysis of a limb)	25%
<b>Other Benefits</b>	<b>Class 1</b>
Reasonable Modifications	Up to 10%
Coma	50%

## ADDITIONAL BENEFITS AND FEATURES

**OPEN ENROLLMENT** A one-time open enrollment is available for a period of up to 90 days prior to the effective date of Voluntary Accident Insurance

the policy, subject to the enrollment strategy requirements. During this time, the employee/member may elect insurance for the first time or request increased insurance up to the Guarantee Issue amount for the employee/member and any dependents (if applicable) without providing health insurance.

**ANNUAL OPEN ENROLLMENT**

An open enrollment is available for a period of up to 90 days each Policy Year. The first annual enrollment period will occur after the effective date of the policy. During this time, the employee/member may elect insurance for the first time or request increased insurance up to the Guarantee Issue amount for the employee/member and any dependents without providing health information.

**PORTABILITY**

**Included** – An employee/member or spouse has the right to continue insurance (including insurance for any dependent child(ren)) when insurance ends with the policyholder by paying premium directly to Mutual of Omaha. The employee/member or spouse must be under age 70 to be eligible to continue insurance through portability (unless otherwise stated in the Policy). Continued insurance is issued under Mutual of Omaha’s group accident portability policy.

**DOMESTIC/CIVIL UNION PARTNER COVERAGE**

**Included** – Any reference to “spouse” includes an employee/member’s same sex or opposite sex domestic partner, civil union partner or equivalent, as recognized and allowed by applicable federal law, state law, or law of the county, city or local government in the employee/member’s jurisdiction of residence.

**CONTINUATION FOR TEMPORARY LAYOFF - CLASS 1**

**12 Weeks** – An employee/member may be able to continue insurance if the employee/member ceases to be actively working in the event of a temporary involuntary layoff. Insurance may be continued for up to 12 weeks for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**CONTINUATION FOR LEAVE OF ABSENCE - CLASS 1**

**12 Weeks** – An employee/member may be able to continue insurance if the employee/member ceases to be actively working in the event of a personal leave of absence approved by the policyholder. Insurance may be continued for up to 12 weeks for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**CONTINUATION FOR FEDERAL AND STATE LAWS**

**Included** – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member and any dependent(s). This provision applies to employer and union groups only, subject to certain conditions.

**PARTICIPATION AND PREMIUM STRUCTURE**

**PARTICIPATION ASSUMPTIONS**

Minimum Participation Requirement	Number of Eligible Employees/Members	Contribution Structure
15%	1,396	100% Employee/Member Paid

**ACCIDENT MONTHLY PREMIUM RATES**

Class 1

Employee/Member	Employee/Member + Spouse	Employee/Member + Child(ren)	Employee/Member + Family
\$12.00	\$14.37	\$19.38	\$26.14

**RATE GUARANTEE PERIOD**

2 Years

**RATE GUARANTEE DATE**

01/01/2025



## REQUIREMENTS AND ASSUMPTIONS

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<b>SIC CODE</b>	8211
<b>SITUS STATE</b>	CA
<b>ACCEPTANCE</b>	This proposal is contingent upon Mutual of Omaha Home Office review and acceptance of the completed application for coverage. It is recommended that current coverage is not cancelled or dropped until notification of acceptance from Mutual of Omaha is received.
<b>LIMITATIONS &amp; STANDARD CONTRACT NOTICE</b>	<p>This proposal is subject to Mutual of Omaha's standard product terms, limitations, and exclusions. Additionally, this proposal requires use of standard system-compatible benefits and contract provisions. Applicable federal and state mandates are added at issuance.</p> <p>This proposal also assumes that all employees/members reside in the situs state of the group. If any employees/members reside outside of the situs state of the group, we must be notified of the number of employees/members by state during the implementation process so that all applicable state mandates can be accommodated.</p> <p>Please refer to a sample standard contract, certificate booklet and/or subscription agreement documents for additional information and detail, available upon request.</p>
<b>ERISA</b>	Each plan presented in this proposal is considered to be an employer-sponsored ERISA benefit plan. If it is determined that any plan presented in this proposal is not an ERISA benefit plan, Mutual of Omaha reserves the right to re-rate or otherwise adjust the proposed plan(s).
<b>PROPOSAL CONDITIONS</b>	<p>Mutual of Omaha reserves the right to re-rate or withdraw this proposal <i>prior</i> to the effective date if any of the following changes:</p> <ul style="list-style-type: none"><li>▪ SIC code</li><li>▪ Employer contributions</li><li>▪ Information regarding disabled or COBRA participants</li><li>▪ For groups that are experience rated - risk increases based on review of the current carrier's claims experience, including open or pended claims</li><li>▪ Demographics (age, gender, occupation, earnings, location and size)</li><li>▪ Plan participation - increase or decrease of 10% or more lives</li><li>▪ Laws, regulations, judicial and/or administrative orders and decisions affecting benefits, cost of administration, or cost of health care services</li><li>▪ Proposed effective date</li><li>▪ Benefits or eligibility</li><li>▪ Premium tax</li></ul> <p>On or after the effective date, Mutual of Omaha reserves the right to change rates or fees if there is a change in any factor listed above. In addition, Mutual of Omaha may change rates or fees any time after the most recent Rate Guarantee Date, provided at least 30 days advance notice of the rate or fee increase has been given to the group.</p>
<b>DEPENDENT NON-CONFINEMENT REQUIREMENT</b>	Coverage for dependents is subject to our non-confinement requirement and their ability to perform all the usual duties of a person who is of the same age and gender who is in good health.
<b>PROPOSAL EXPIRATION</b>	This proposal is good for 90 days after 10/13/2022, or the assumed effective date of the plan, whichever comes first.

# Group Insurance Application

United of Omaha Life Insurance Company  
3300 Mutual of Omaha Plaza • Omaha, NE 68175



## APPLICANT INFORMATION

Applicant (Full Legal Name) Santa Rosa City Schools

Address 211 Ridgeway Avenue

City Santa Rosa

State CA

ZIP 94501

## REQUESTED EFFECTIVE DATE

Insert Date on this Line 01-01-2023

If this application is approved, insurance will become effective on the requested effective date, unless United of Omaha Life Insurance Company sends written notice of a different effective date.

Coverage(s) being applied for	GROUP (Contributory / Non-Contributory)	GROUP VOLUNTARY (100% Employee Paid)
Life	<input type="checkbox"/>	<input type="checkbox"/>
Life / AD&D	<input type="checkbox"/>	<input type="checkbox"/>
Short Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Long Term Disability	<input type="checkbox"/>	<input type="checkbox"/>
Dental	<input type="checkbox"/>	<input type="checkbox"/>
Vision	<input type="checkbox"/>	<input type="checkbox"/>
Critical Illness	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hospital Indemnity	<input type="checkbox"/>	<input type="checkbox"/>
Accident	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## REQUIRED FRAUD WARNING

The falsity of any statement in the application for any policy covered shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the United of Omaha Life Insurance Company.

## ACKNOWLEDGEMENT AND SIGNATURE

All statements in this application and any claims experience data provided to United of Omaha Life Insurance Company are true and complete to the best of my knowledge and belief and will be relied upon by United of Omaha Life Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from United of Omaha Life Insurance Company, are the basis for any policy issued by United of Omaha Life Insurance Company. The falsity of any statement in the application for any policy covered by this chapter shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer. All statements shall be deemed to be representations and not warranties.

If an authorized representative at United of Omaha Life Insurance Company's Home Office does not approve this application, no insurance is in effect at any time and any advance payment received will be returned.

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Applicant Signature

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Name

---

Title

Date

---

Broker Signature

Name

License #

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# Policy Administration

## CONTACT INFORMATION

### Applicant Information

Legal Name of Company	Santa Rosa City Schools		
Doing Business As (DBA)			
Employer Identification Number (Tax ID Number)	68-0180139		
Legal Address of Company	211 Ridgeway Ave		
Address 2			
City, State, Zip	Santa Rosa, CA 94501		
Company Phone & Fax			

### Primary Contact

Contact For:

- Premium/Billing
- Claims
- Administration
- Renewal Census  
(Self-administered only)
- EOI

Contact Name	Cindy Brennan		
Address (if different than above)			
Address 2			
City, State, Zip			
Contact Phone & Fax	707.890.3800 x 80601		
Contact Email	cbrennan@srcs.k12.ca.us		
<b>If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:</b>			
Should this contact have access to:			
Online Billing and Reporting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Online Eligibility Maintenance (List Billed customers only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

### Additional Contact

Contact For:

- Premium/Billing
- Claims
- Administration
- Renewal Census  
(Self-administered only)
- EOI

Contact Name	Helen Miller		
Address (if different than above)			
City, State, Zip			
Contact Phone & Fax	707.890.3800 x 80211		
Contact Email	hmiller@srcs.k12.ca.us		
<b>If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:</b>			
Should this contact have access to:			
Online Billing and Reporting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Online Eligibility Maintenance (List Billed customers only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

# Policy Administration

## BILLING INFORMATION

1. **Billing Assumptions:** All bills will be sent to the primary contact indicated in the Contact Information section above. Unless otherwise agreed to, or stated in the Group Insurance Proposal, billing statements will be issued on a monthly basis. Premium is due on the first day of the month. The group policy will include a premium grace period provision.

2. **Billing Type and Frequency\*:** Select the billing type and frequency you prefer:

List Bill (*mandatory for Dental, Vision and Groups under 50 covered employees*)

Are confirmation statements of Voluntary Term Life coverage necessary for each employee?  Yes  No

Self – Administration Bill (*mandatory for Stand Alone AD&D, Stand Alone VAD&D, Business Travel*)

\*Monthly in Advance is the ONLY billing frequency offered for these products.



We recommend that all groups under 200 covered employees be set up with the List Bill option that provides you with a monthly-itemized bill. This option provides you online access to the following:

- Enrollment Data Administration- Adds, Terminations and Changes
- Management Reports: Standard and On Demand formats
- Real-Time reporting access to Evidence of Insurability member status
- Administrative Invoice Verification Tool

3. **Enrollment Method** (*required for List Billing only*): Indicate what method your billing should be based on:

Excel census  Enrollment forms  Both

Specify which method takes precedence in the event of conflicting information

Excel census  Enrollment forms

4. **Payroll Deduction Frequency:** Indicate payroll deduction frequency for any voluntary and/or contributory coverages: Select one option.

Monthly (Standard)	Weekly (52/yr)	Bi-Weekly (26/yr)	Semi-Monthly (24/yr)	9thly	10thly	13thly
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Specify first payroll date following the effective date (mm/dd/yyyy):

5. **Billing Format:** If you have multiple locations, we can include a location name and number on your billing statement or send a separate bill to each location. Select the billing format you prefer:

One bill for all locations/divisions sent to Primary Contact (Standard)

One bill itemized by location/division codes sent to Primary Contact (*available for List Billed customers only*)

One bill for each location/division sent to the applicable location contacts:

### Additional Billing Location

Location Name & Number		
Contact Name		
Billing Address		
City, State, Zip		
Contact Phone & Fax		
Contact Email		
Should this contact have access to:		
Online Billing and Reporting <input type="checkbox"/> Yes <input type="checkbox"/> No		
Online Eligibility Maintenance ( <i>List Billed customers only</i> ) <input type="checkbox"/> Yes <input type="checkbox"/> No		



# Policy Administration

## ELIGIBILITY INFORMATION

Unless otherwise noted in the Group Insurance Proposal, the policy will be issued with the following provisions.

1. **Eligibility Rules:** A clear definition of eligibility rules by class is necessary to properly administer your plan. Complete the table below to clarify whether or not any classes have varying eligibility criteria by product (*include all variations*). If eligibility does not vary by class or product, only complete the first row of the below chart.

- Class Description – How the employees class should be described in the policy
- Minimum Hours – Minimum number of hours an employee must work to be eligible for coverage
- Waiting Period – Days, months, years an employee must be employed full-time before becoming eligible for coverage
- Effective Date – Day on which coverage begins after employees satisfy the waiting period
- Termination Date – Day on which coverage terminates once an employee is no longer eligible

MINIMUM HOURS	COVERAGE WAITING PERIOD	COVERAGE EFFECTIVE DATE	REHIRE EFFECTIVE DATE	COVERAGE TERMINATION DATE	APPLIES TO WHICH PRODUCTS	
<b>Class Description:</b> All Eligible Employees						
15 Hours <input checked="" type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	0 Days Months Years	<input type="checkbox"/> on the day <sup>1</sup> <input checked="" type="checkbox"/> first day of month coinciding with policy <sup>2</sup> <input type="checkbox"/> first day of month following <sup>3</sup>	<input type="checkbox"/> on the day <sup>1</sup> <input checked="" type="checkbox"/> first day of month coinciding with policy <sup>2</sup> <input type="checkbox"/> first day of month following <sup>3</sup>	<input checked="" type="checkbox"/> on the day- (Required for disability) <input type="checkbox"/> last day of month (Required for critical illness) (Required for accident)	<input type="checkbox"/> Life <input type="checkbox"/> STD <input type="checkbox"/> LTD <input type="checkbox"/> Dental <input type="checkbox"/> Crit Illness <input type="checkbox"/> Accident <input type="checkbox"/> Hospital Indemnity <input type="checkbox"/> Stand Alone AD&D <input type="checkbox"/> Stand Alone VAD&D <input type="checkbox"/> Vision	<input type="checkbox"/> Vol. Life <input type="checkbox"/> Vol. STD <input type="checkbox"/> Vol. LTD <input type="checkbox"/> Vol. Dental <input checked="" type="checkbox"/> Vol. Crit III <input checked="" type="checkbox"/> Vol. Acc <input type="checkbox"/> Vol. Hosp. Indem. <input type="checkbox"/> Busn Travel <input type="checkbox"/> Vol. Vision
<b>Class Description:</b>						
Hours <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Days Months Years	<input type="checkbox"/> on the day <sup>1</sup> <input type="checkbox"/> first day of month coinciding with policy <sup>2</sup> <input type="checkbox"/> first day of month following <sup>3</sup>	<input type="checkbox"/> on the day <sup>1</sup> <input type="checkbox"/> first day of month coinciding with policy <sup>2</sup> <input type="checkbox"/> first day of month following <sup>3</sup>	<input type="checkbox"/> on the day- (Required for disability) <input type="checkbox"/> last day of month (Required for critical illness) (Required for accident)	<input type="checkbox"/> Life <input type="checkbox"/> STD <input type="checkbox"/> LTD <input type="checkbox"/> Dental <input type="checkbox"/> Crit Illness <input type="checkbox"/> Accident <input type="checkbox"/> Hospital Indemnity <input type="checkbox"/> Stand Alone AD&D <input type="checkbox"/> Stand Alone VAD&D <input type="checkbox"/> Vision	<input type="checkbox"/> Vol. Life <input type="checkbox"/> Vol. STD <input type="checkbox"/> Vol. LTD <input type="checkbox"/> Vol. Dental <input type="checkbox"/> Vol. Crit III <input type="checkbox"/> Vol. Acc <input type="checkbox"/> Vol. Hosp. Indem. <input type="checkbox"/> Busn Travel <input type="checkbox"/> Vol. Vision
<b>Class Description:</b>						
Hours <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Days Months Years	<input type="checkbox"/> on the day <sup>1</sup> <input type="checkbox"/> first day of month coinciding with policy <sup>2</sup> <input type="checkbox"/> first day of month following <sup>3</sup>	<input type="checkbox"/> on the day <sup>1</sup> <input type="checkbox"/> first day of month coinciding with policy <sup>2</sup> <input type="checkbox"/> first day of month following <sup>3</sup>	<input type="checkbox"/> on the day- (Required for disability) <input type="checkbox"/> last day of month (Required for critical illness) (Required for accident)	<input type="checkbox"/> Life <input type="checkbox"/> STD <input type="checkbox"/> LTD <input type="checkbox"/> Dental <input type="checkbox"/> Crit Illness <input type="checkbox"/> Accident <input type="checkbox"/> Hospital Indemnity <input type="checkbox"/> Stand Alone AD&D <input type="checkbox"/> Stand Alone VAD&D <input type="checkbox"/> Vision	<input type="checkbox"/> Vol. Life <input type="checkbox"/> Vol. STD <input type="checkbox"/> Vol. LTD <input type="checkbox"/> Vol. Dental <input type="checkbox"/> Vol. Crit III <input type="checkbox"/> Vol. Acc <input type="checkbox"/> Vol. Hosp. Indem. <input type="checkbox"/> Busn Travel <input type="checkbox"/> Vol. Vision

**Note:** All of the following examples assume a standard enrollment period of 31 days.

<sup>1</sup> "on the day" means insurance is effective on the day after satisfaction of the waiting period (if applicable), or on the day the enrollment form is signed (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on April 15.

- Contributory Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form on or before May 16 would begin on the day the form is signed.

<sup>2</sup> **“first day of month coinciding with policy”** means insurance is effective on the first day of the month that coincides or follows satisfaction of the waiting period (if applicable), or on the *first day of the month coinciding with or following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1. Insurance for an employee with a hire date of May 1 would also begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. Insurance for an employee with a hire date of May 1 that signs form on May 1 would begin on May 1. For either hire date, if the form is signed after May 1 but on or before May 16, insurance would begin on June 1.

<sup>3</sup> **“first day of month following”** means insurance is effective on the first day of the month that follows satisfaction of the waiting period (if applicable), or on the *first day of the month following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. If the form is signed on or after May 1 but on or before May 16, insurance would begin on June 1.

## 2. Eligibility Assumptions

### a. Rehire/Reinstatement

- The Policyholder can elect to include a rehire/reinstatement provision in their coverage.
- The standard rehire/reinstatement period for Layoff and Leave of Absence for employer groups is 90 days for life, disability, critical illness, accident, hospital indemnity, vision and dental coverages (basic and voluntary).
  - Rehire/reinstatement for Leave of Absence is **not available** for non-employer groups.

### b. Continuation of Coverage

- The Policyholder can elect to include a continuation provision in their coverage.
- For Life and Hospital Indemnity coverage, the standard Continuation period of Temporary Layoff, Furlough or Personal Leave is 12 weeks.
- For Accident and Critical Illness coverages, the standard Continuation period of Temporary Layoff or Personal Leave is 12 weeks.
- For Disability coverages, Continuation for Temporary Layoff, Furlough or Personal Leave is not standardly included.
- For Dental and Vision coverage, the standard Continuation is until the end of the month.
- Continuation is **not available** for non-employer groups.

**NOTE: Changes from standard may affect premium rates. Contact your Implementation Manager for Information.**

3. **Domestic Partner:** Are Domestic Partners covered?  Yes  No

### 4. **Annual Open Enrollment: Voluntary Accident, Voluntary Critical Illness**

Mutual of Omaha has agreed to annual open enrollments to occur for a period of up to 90 days each year, subject to the enrollment strategy requirements. The first annual enrollment period will occur after the effective date of the policy.

During this annual period, the covered participant(s) may elect insurance for the first time or request increased insurance (if applicable) without providing health information. The start and end dates of the annual period must be approved in writing by an authorized representative from Mutual of Omaha’s home office. Outside of this annual period, insurance may only be elected or increased through completion of the Evidence of Insurability health underwriting process for the covered participant(s) except for any new participant(s) or those experiencing a life event according to the policy.

### 5. **Open Enrollment: Voluntary Accident, Voluntary Critical Illness**

Mutual of Omaha has agreed to a one-time open enrollment to occur for a period of up to 90 days prior to the effective date of the policy, subject to the enrollment strategy requirements.

If open enrollment period differs, indicate dates here: (mm/dd) \_\_\_\_\_ through \_\_\_\_\_

During this one-time period, the covered participant(s) may elect insurance for the first time or request increased insurance up to the policy Guarantee Issue Amount for the covered participant(s) without providing health information. After this one-time period, insurance may only be elected or increased through completion of the Evidence of Insurability health underwriting process for the covered participant(s) except for new covered participant(s) or those experiencing a life event according to the policy. Any subsequent open enrollments are not allowed, unless approved in writing in advance of the enrollment by an authorized representative from Mutual of Omaha’s home office.

# Policy Administration

## EARNINGS DEFINITION

**Insurable earnings:** All employees' insurable earnings must be clearly defined so that premiums and claim payments are correctly calculated. Specify Class Description and Definition of Earnings for each class of employees.

Check this box if the Earnings Definition applies to all Class Descriptions and only complete Class 1.

Class Description	Class 1			Class 2			Class 3					
	All Eligible Employees											
Current Calendar Year <sup>1</sup>	<input checked="" type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>					
Overtime	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>					
Differentials	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>					
Other Extra Compensation	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>					
Commissions	<input type="checkbox"/>	Number of Months Averaged			<input type="checkbox"/>	Number of Months Averaged			<input type="checkbox"/>	Number of Months Averaged		
Bonuses <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/> 12	<input type="checkbox"/> 24	<input type="checkbox"/> 36	<input type="checkbox"/>	<input type="checkbox"/> 12	<input type="checkbox"/> 24	<input type="checkbox"/> 36	<input type="checkbox"/>	<input type="checkbox"/> 12	<input type="checkbox"/> 24	<input type="checkbox"/> 36
Prior Year W-2 <sup>3</sup>	<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>			
Prior Calendar Year Average Earnings	<input type="checkbox"/>				<input type="checkbox"/>				<input type="checkbox"/>			

<sup>1</sup>Earnings will be determined on the last day worked. Salary shall not exceed payroll records or premium paid.

<sup>2</sup>Additional approval may be necessary

<sup>3</sup>Bonuses, Commissions and Overtime are included

**If the Earnings Definition you select here is different from what is shown on the Sold Proposal or if you do not see the Earnings Definition you want, please contact your Implementation Manager.**

# PREMIUM CONTRIBUTIONS

- Key**
- A. **Non-Contributory** - 100% EmployER funded.
  - B. **Contributory** - EmployER & EmployEE funded.
  - C. **Voluntary** - 100% EmployEE funded with post-tax dollars. The EmployER is not grossing up employee wages or indirectly funding the program.
  - D. **Gross-Up** - 100% EmployEE funded with post-tax dollars. The EmployER grosses up the employee wages.
  - E. **Tax Choice (IRS Revenue Ruling 2004-55)** - 100% EmployER funded. EmployEEs are offered the choice of whether to have the premium included in their taxable income.
  - F. **Core / Buy-Up** - Core plan is fully funded by the EmployER. The Buy-Up plan is fully funded by the EmployEE.
  - G. **Section 125** - EmployEE or EmployER funded.

Please take a minute to review the Group Insurance Proposal and verify the proposed plan's premium contributions and participation levels are accurate.

1. For Contributory coverage, indicate the percentage of premium paid by both the EmployER and EmployEE.

	ER %	EE %	Pre-Tax Post-Tax	Section 125 Plan
Life (EE)				<input type="checkbox"/> Yes
Life (DEP)				<input type="checkbox"/> Yes
LTD				<input type="checkbox"/> Yes
STD				<input type="checkbox"/> Yes
Dental (EE)				<input type="checkbox"/> Yes
Dental (DEP)				<input type="checkbox"/> Yes
CI (EE/CH)		100		<input type="checkbox"/> Yes
CI (SP)		100		<input type="checkbox"/> Yes
Accident		100		<input type="checkbox"/> Yes
HI (EE)				<input type="checkbox"/> Yes
HI (DEP)				<input type="checkbox"/> Yes
Standalone AD&D				<input type="checkbox"/> Yes
Vision (EE)				<input type="checkbox"/> Yes
Vision (DEP)				<input type="checkbox"/> Yes
MA PFL*				n/a
MA PML*				n/a

If any benefits are offered under a Section 125 plan, please indicate your subsequent enrollment period (mm/dd): \_\_\_\_\_

2. If Disability coverage is being applied for, it is important to know how premiums are funded as this will affect the tax treatment of benefit payments. Please select how Disability premiums will be funded.

Type (See Above Key)	Contribution	STD	LTD
A. Non-Contributory	100% Employ <u>ER</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
B. Contributory	Employ <u>ER</u> / Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
C. Voluntary	100% Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
D. Gross-Up	100% Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
E. Tax-Choice	Employ <u>ER</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
F. Core / Buy-Up	Employ <u>ER</u> / Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
G. Section 125	Employ <u>ER</u> / Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

## POLICY INFORMATION

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**Active at work requirement:** Unless expressly agreed in advance by Mutual of Omaha, we will issue our standard and approved policy language.

An employee must meet an Active Work requirement to become insured. Will all proposed insureds meet the Active Work requirement?

Yes  All employees listed on the census or any form of enrollment we are providing to you are actively working.

No  Not all employees are actively working.

If No please provide a separate listing of employees and their date of birth who will be excluded from the billing statement. Unless otherwise approved by us, the listed employees will not be covered until the return to active work.

**For Life, Dental, Vision, Accident, Critical Illness, and Hospital Indemnity coverage**, if employees are not “actively at work”, continuity of coverage options may apply. Employees who will not meet the Active Work requirement, or who are not eligible under Mutual of Omaha’s continuity of coverage provisions, will be covered once they return to active work and will be added to the billing statement at that time.

### **Continuity of Coverage Information:**

If the Mutual of Omaha policy replaces a prior plan that contained a provision allowing for continuation of coverage, the Mutual of Omaha policy will provide coverage subject to all of the conditions below for an employee who:

- was insured under the prior plan on the day prior to the Mutual of Omaha policy effective date
- is otherwise eligible under the Mutual of Omaha policy, but is not actively working on the policy’s effective date due to injury or sickness or a leave of absence under federal or state law that allows for continuation of insurance
- is not eligible for benefits or continuation of insurance under any provision of the prior plan (i.e. waiver of premium, conversion, portability)
- is not a retired employee (unless the policy provides coverage for retired employees)
- **is not totally disabled** on the Mutual of Omaha policy’s effective date (applies to continuity of **Life** coverage only)

### **PLEASE NOTE:**

- Insurance is subject to uninterrupted payment of premium to us when due.
- Collection of premium does not guarantee payment of a claim. For **Life** claims, if it is determined at the time of claim that the insured was totally disabled as of the policy effective date, the claim will not be paid.
- For **Life, Accident Critical Illness, and Hospital Indemnity** coverage, if the insured has not returned to active work with the Policyholder by the end of the Continuity of Coverage provision, the Policyholder is responsible for providing the insured with conversion rights within 31 days of coverage ending.

**For Disability coverage**, employees who will not meet the Active Work requirement will be covered once they return to active work.

**Extraterritorial States**

The states listed below have enacted legislation that requires insurers to provide specific coverage for people residing in their states. If you have employees residing in any of these states, please select the states that would apply.

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> APO/FPO Americas      | <input type="checkbox"/> Foreign          | <input type="checkbox"/> Mississippi       | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> APO/FPO Europe        | <input type="checkbox"/> Georgia          | <input type="checkbox"/> Missouri          | <input type="checkbox"/> Puerto Rico    |
| <input type="checkbox"/> APO/FPO Pacific       | <input type="checkbox"/> Guam             | <input type="checkbox"/> Montana           | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Alabama               | <input type="checkbox"/> Hawaii           | <input type="checkbox"/> N Mariana Islands | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska                | <input type="checkbox"/> Idaho            | <input type="checkbox"/> Nebraska          | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> American Samoa        | <input type="checkbox"/> Illinois         | <input type="checkbox"/> Nevada            | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arizona               | <input type="checkbox"/> Indiana          | <input type="checkbox"/> New Hampshire     | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Arkansas              | <input type="checkbox"/> Iowa             | <input type="checkbox"/> New Jersey        | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> BR Virgin Isl         | <input type="checkbox"/> Kansas           | <input type="checkbox"/> New Mexico        | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> CANAL Zone            | <input type="checkbox"/> Kentucky         | <input type="checkbox"/> New York          | <input type="checkbox"/> Virgin Islands |
| <input checked="" type="checkbox"/> California | <input type="checkbox"/> Louisiana        | <input type="checkbox"/> North Carolina    | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Colorado              | <input type="checkbox"/> Maine            | <input type="checkbox"/> North Dakota      | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Connecticut           | <input type="checkbox"/> Marshall Islands | <input type="checkbox"/> Ohio              | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Delaware              | <input type="checkbox"/> Maryland         | <input type="checkbox"/> Oklahoma          | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> District of Columbia  | <input type="checkbox"/> Massachusetts    | <input type="checkbox"/> Oregon            | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Fed St of Micronesia  | <input type="checkbox"/> Michigan         | <input type="checkbox"/> Palau             |   |
| <input type="checkbox"/> Florida               | <input type="checkbox"/> Minnesota        | <input type="checkbox"/> Panama            |   |

**ERISA**

Employee Retirement Income Security Act of 1974 (ERISA) is the federal law that sets minimum standards for most employer-sponsored benefits plans. For more information on ERISA, visit the U.S. Department of Labor (DOL) website at <https://www.dol.gov/dol/topic/health-plans/erisa.htm>.

1. Are your benefit plan(s) subject to ERISA?  
 Nearly 90% of our clients are ERISA plans. Corporations, partnerships, sole proprietorships, and non-profit organizations are covered, **but governmental employers and churches are not**, and are exempt from the application of ERISA.  
 Yes  No

**If yes, you must complete numbers 2-4 on this page.**

2. Provide the ERISA plan administrator contact information below. This person is employed at your company and will receive information for annual reporting to the DOL.

Name	
Email Address	
Mailing Address	
Phone	

3. In the boxes below, please provide the three-digit Plan Number (beginning with a '5'), Plan Year and type of coverage. This information can be found on your welfare benefit plan Form 5500.

Plan Number	5	5	5	5	5	5
Plan Anniversary (mm/dd)	/	/	/	/	/	/
Type of Coverage						

Summary Plan Document (SPD) materials include ERISA plan numbers and anniversary dates. Plan anniversary dates also indicate when you need information for your annual 5500 Schedule A DOL filing.

4. Would you like your ERISA information included in your Certificate booklet(s)?  
 This relates to ERISA SPD requirements.  
 Yes  No

**Note: The employer is ultimately responsible under ERISA for the benefits it agrees to provide its employees.**

# Policy Administration

## ACCEPTANCE OF TERMS AND CONDITIONS

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I confirm that I have reviewed and completed all appropriate sections of the Group Insurance Application and the Policy Administration document included in this Guide.

I agree to and accept the terms and conditions of the Group Insurance Proposal, the Group Insurance Application, and eligibility, benefit, cost details and other information provided in this Guide.

Company Name: Santa Rosa City Schools

Printed name of Authorized Company Representative: Anna Trunnell

Signature of Authorized Company Representative: \_\_\_\_\_

Title: Superintendent

Date: \_\_\_\_\_

An implementation call will take place during the setup of your new coverage. Who should be contacted in this call?

Primary Contact     Producer     Other

Name: \_\_\_\_\_

Phone: \_\_\_\_\_